

**CONTRACT FOR ASSIGNMENT OF LEASE**

THIS CONTRACT ("Contract"), made this 2<sup>nd</sup> day of Feb, 2001, by and among Darlington Family ("Seller"), Jim Feeney ("Purchaser"), and the Escrow Agent specified on the last page of this Contract ("Escrow Agent").

**1. AGREEMENT.** In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

(A) Seller agrees to assign to Purchaser and Purchaser agrees to assume, pursuant to the terms and conditions hereinafter set forth, all of Seller's right, title and interest as tenant in and to the lease described on Exhibit "A" (the "Lease") for that certain parcel of land and building, if any, located thereon, all as specifically described in the Lease (the "Demised Premises"), on which Seller operates an entertainment facility (the "Facility"); and

(B) Seller agrees to sell and transfer to Purchaser and Purchaser agrees to purchase and accept all of Seller's right, title and interest in and to the fixtures, furnishings and equipment and tenant improvements (the "Improvements"), in each instance, owned by Seller and located on the Demised Premises and used in connection with the Facility and the inventory and supplies (the "Inventory") (the Lease, Improvements, Facility and Inventory, collectively, the "Property");

but excluding from this sale that certain property described on Exhibit D attached hereto (the "Excluded Property"). If Purchaser is one or more individuals, Purchaser represents that Purchaser is at least 18 years old and is legally able to

The remainder of Exhibit A is available upon  
request to Debtors' counsel